

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
Roanoke Division

DAVID BORIS,

Plaintiff,

v.

Civil No. 7:16-cv-206-EKD

EXPERIAN INFORMATION SOLUTIONS, INC.,
and TRANS UNION, LLC,

Defendants.

**DEFENDANT TRANS UNION LLC'S
ANSWER AND DEFENSES TO PLAINTIFF'S COMPLAINT**

Trans Union LLC ("Trans Union"), one of the Defendants herein, files its Answer and Defenses to Plaintiff David Boris's ("Plaintiff") Complaint ("Complaint"). The paragraph numbers below correspond to the paragraph numbers contained in Plaintiff's Complaint to the extent possible.

PRELIMINARY STATEMENT

1. Trans Union admits that Plaintiff has asserted claims against Defendants alleging statutory, actual and punitive damages, costs and attorney's fees pursuant to the Fair Credit Reporting Act ("FCRA") 15 U.S.C. § 1681, *et seq.* Trans Union denies that it violated the FCRA and denies the remainder of the allegations contained in paragraph 1 of the Complaint.

2. Trans Union denies the allegations contained in paragraph 2 of the Complaint.

3. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 3 and, therefore, denies the same.

JURISDICTION

4. Trans Union admits that pursuant to 28 U.S.C. § 1331, jurisdiction is appropriate in Federal Court, and that the district court has the authority to grant relief pursuant to 15 U.S.C. § 1681p. Trans Union admits that venue is proper in the Western District of Virginia.

PARTIES

5. Trans Union admits that the Plaintiff is a natural person and a “consumer” as defined by 15 U.S.C. § 1681a(c).

6. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 6 and, therefore, denies the same.

7. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 7 and, therefore, denies the same.

8. Trans Union admits that it is a foreign limited liability company authorized to do business within the Commonwealth of Virginia. Trans Union further admits that it maintains a registered agent in Richmond, Virginia.

9. Trans Union admits that it is a “consumer reporting agency” as defined by § 1681a(f) of the FCRA. Trans Union also admits that it assembles consumer credit information for the purpose of furnishing consumer reports to third parties. To the extent not specifically admitted, Trans Union denies the remaining allegations contained in paragraph 9 of the Complaint as they relate to Trans Union.

FACTS

10. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 10 and, therefore, denies the same.

11. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 11 and, therefore, denies the same.

12. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 12 and, therefore, denies the same.

13. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 13 and, therefore, denies the same.

14. Trans Union denies reporting inaccurate information on Plaintiff's credit file. As to the other Defendant, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 14 and, therefore, denies the same.

15. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 15 and, therefore, denies the same.

16. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 16 and, therefore, denies the same.

17. Trans Union denies the allegations contained in paragraph 17 of the Complaint. As to the other Defendant, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 17 and, therefore, denies the same.

18. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 18 and, therefore, denies the same.

19. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 19 and, therefore, denies the same.

20. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 20 and, therefore, denies the same.

21. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 21 and, therefore, denies the same.

22. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 22 and, therefore, denies the same.

23. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 23 and, therefore, denies the same.

24. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 24 and, therefore, denies the same.

25. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 25 and, therefore, denies the same.

26. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 26 and, therefore, denies the same.

27. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 27 and, therefore, denies the same.

28. Trans Union denies reporting inaccurate information on Plaintiff's credit file and denies that Plaintiff suffered damages as a result of Trans Union's credit reporting practices. As to the other Defendant, Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 28 and, therefore, denies the same.

29. Trans Union denies the allegations contained in paragraph 29 of the Complaint. As to the other Defendant, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 29 and, therefore, denies the same.

COUNT ONE: VIOLATION OF THE FAIR CREDIT REPORTING ACT
15 U.S.C. § 1681e(b)
(EXPERIAN and TRANS UNION)

30. Trans Union restates and incorporates its responses to paragraphs 1 – 29.

31. Trans Union denies the allegations contained in paragraph 31 of the Complaint. As to the other Defendant, Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 31 and, therefore, denies the same.

32. Trans Union denies the allegations contained in paragraph 32 of the Complaint and denies that Plaintiff suffered damages as a result of Trans Union's credit reporting practices. As to the other Defendant, Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 32 and, therefore, denies the same.

33. Trans Union denies the allegations and relief sought in paragraph 33 of the Complaint. As to the other Defendant, Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 33 and, therefore, denies the same.

34. Trans Union denies the relief sought by Plaintiff in paragraph 34 of the Complaint. As to the other Defendant, Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 34 and, therefore, denies the same.

COUNT ONE: VIOLATION OF THE FAIR CREDIT REPORTING ACT
15 U.S.C. § 1681i
(EXPERIAN)

35. Trans Union restates and incorporates its responses to paragraphs 1 – 34.

36. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 36 and, therefore, denies the same.

37. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 37 and, therefore, denies the same.

38. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 38 and, therefore, denies the same.

39. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 39 and, therefore, denies the same.

Trans Union denies the relief sought in the demand for relief paragraph of the Complaint.

Trans Union admits that Plaintiff demands a trial by jury.

DEFENSES

40. At all relevant times, Trans Union maintained and followed reasonable procedures to avoid violations of the FCRA and assure maximum possible accuracy of the information concerning Plaintiff in preparing consumer reports related to Plaintiff.

41. Trans Union alleges that any alleged damages to Plaintiff, which Trans Union continues to deny, are the result of the acts or omissions of Plaintiff or others, over whom Trans Union has no control and for whom Trans Union has no responsibility.

42. Trans Union, in compliance with the FCRA, reasonably and completely reinvestigated and verified, updated, or removed all information disputed by Plaintiff.

43. Trans Union at all times acted in compliance with the FCRA.

44. Trans Union has not published any false, inaccurate or defamatory information to a third-party regarding Plaintiff and has not acted with negligence, malice, actual malice, or willful intent to injure.

45. Plaintiff's claims for exemplary or punitive damages and the FCRA damage model violate the Due Process and Double Jeopardy Clauses of the Fifth Amendment, the Excessive Fines Clause of the Eighth Amendment, and the laws of the State of Virginia.

WHEREFORE, PREMISES CONSIDERED, Defendant Trans Union LLC, respectfully requests that this Honorable Court deny the relief requested in Plaintiff's Complaint, dismiss the action in its entirety, grant Trans Union its costs of suit and expenses incurred herein, including reasonable attorneys' fees, and for such other and further relief as the court deems just.

TRANS UNION LLC

/s/ _____
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DATED: May 31, 2016.

CERTIFICATE OF SERVICE

I hereby certify that on the 31st day of May, 2016, I will electronically file the foregoing with the Clerk of the Court using the CM/ECF system, which will then send a notification of such filing (NEF) to the following:

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